

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF KINGS

M.R.,

Plaintiff,

-against-

BOY SCOUTS OF AMERICA; NATIONAL BOY SCOUTS OF AMERICA FOUNDATION; SCOUTS BSA; GREATER NEW YORK COUNCILS, BOY SCOUTS OF AMERICA; GREATER NEW YORK COUNCILS, QUEENS COUNCIL, BOY SCOUTS OF AMERICA; DIOCESE OF BROOKLYN; ST. BENEDICT JOSEPH LABRE CHURCH; ST. BENEDICT JOSEPH LABRE SCHOOL; and JAMES T. GRACE JR.

Defendants.

## SUMMONS

Index No.: /19

Date Purchased: /19

Plaintiff's designates Kings County as the place of trial.

The basis of venue is:  
Principal Place of Business of  
defendant Diocese Of Brooklyn

## County of New York

The principal place of business of  
defendant Diocese Of Brooklyn is  
310 Prospect Park West  
Brooklyn, NY 11215

## To the above named Defendants:

**You are hereby summoned** to answer the complaint in this action, and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance on the plaintiff's attorneys, within twenty days after the service of this summons exclusive of the day of service, where service is made by delivery upon you personally within the state, or within 30 days after completion of service where service is made in any other manner. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: Brooklyn, New York  
October 21, 2019



John Bonina, Esq.  
BONINA & BONINA, P.C.  
Attorneys for Plaintiff  
16 Court Street, Suite 1800  
Brooklyn, New York 11241  
Phone No.: (718) 522-1786

TO:

Boy Scouts of America  
1325 West Walnut Hill Lane  
Irving, TX 75015

National Boy Scouts of America Foundation  
1325 West Walnut Hill Lane  
Irving, TX 75015

Scouts BSA  
1325 West Walnut Hill Lane  
Irving, TX 75015

Greater New York Councils, Boy Scouts of America  
475 Riverside Drive Suite 600  
New York, NY 10115

Greater New York Councils, Queens Council, Boy  
Scouts of America  
475 Riverside Drive Suite 600  
New York, NY 10115

Diocese of Brooklyn  
310 Prospect Park West  
Brooklyn, NY 11215

St. Benedict Joseph Labre Church  
94-40 118th Street  
South Richmond Hill, NY 11418

St. Benedict Joseph Labre School  
94-40 118th Street  
South Richmond Hill, NY 11418

James T. Grace Jr.  
180 Thacker Road  
Rural Hall, NC 27045-9629

{00164062}

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF KINGS-----X  
M.R.,

Plaintiff,

-against-

BOY SCOUTS OF AMERICA; NATIONAL BOY SCOUTS  
OF AMERICA FOUNDATION; SCOUTS BSA; GREATER  
NEW YORK COUNCILS, BOY SCOUTS OF AMERICA;  
GREATER NEW YORK COUNCILS, QUEENS COUNCIL,  
BOY SCOUTS OF AMERICA; DIOCESE OF  
BROOKLYN; ST. BENEDICT JOSEPH LABRE CHURCH;  
ST. BENEDICT JOSEPH LABRE SCHOOL; and JAMES T.  
GRACE JR.**VERIFIED COMPLAINT****Index No.: /2019**Defendants.  
-----X

Plaintiff, by and through his attorneys, BONINA & BONINA, P.C., complaining of the defendants herein, as and for his Verified Complaint in the above entitled action, respectfully shows to this Court, and alleges upon information and belief, as follows:

1. That prior to the service of this Summons & Complaint, plaintiff has purchased Index Number \_\_\_\_\_/19 from the Supreme Court of the State of New York, County of Kings, in accordance with the requirements of the CPLR.

2. This case falls within one or more of the exceptions to CPLR 1602.

**NATURE OF THE ACTION**

3. This is a case brought by M.R., who was a member of the Cub Scouts and the Boy Scouts Troop 273 in South Richmond Hill, New York, during the time that defendant James T. Grace Jr. was Scout Master. Plaintiff M.R. was also a member and parishioner of defendant St.

Benedict Joseph Labre Church, and a student at defendant St. Benedict Joseph Labre School, through which defendant James T. Grace Jr. gained access to young boys, including plaintiff M.R., through their Catholic Youth Organization (CYO) sports programs.

4. As a boy between the ages of seven and eighteen, plaintiff and his family placed their trust in defendants, participating in their Cub Scouts and Boy Scouts programs as well as their CYO Sports Programs. The defendants violated that trust by sexually and emotionally abusing M.R. and others like him, whose care, safety and personal development had been entrusted to them, and by permitting such abuse to occur on their watch.

5. With the passage of the Child Victims Act, those who have endured such abuse need no longer be silent. The Child Victims Act revives previously barred claims (see CPLR 214-g), creating a one year window within which to file such claims beginning August 14, 2019. As such, this claim is timely.

#### **THE PARTIES**

6. At all times mentioned herein, Defendant BOY SCOUTS OF AMERICA was and is a congressionally chartered corporation with headquarters in Irving, Texas.

7. At all times mentioned herein, Defendant BOY SCOUTS OF AMERICA was and is authorized to do business in New York, and does business in New York.

8. At all times mentioned herein, Defendant NATIONAL BOY SCOUTS OF AMERICA FOUNDATION was and is a congressionally chartered corporation with headquarters in Irving, Texas.

9. At all times mentioned herein, Defendant NATIONAL BOY SCOUTS OF AMERICA FOUNDATION was and is authorized to do business in New York, and does business in New York.

10. At all times mentioned herein, Defendant SCOUTS BSA was and is a congressionally chartered corporation with headquarters in Irving, Texas.

11. At all times mentioned herein, Defendant SCOUTS BSA was and is authorized to do business in New York, and does business in New York.

12. At all times mentioned herein, Defendant GREATER NEW YORK COUNCILS, BOY SCOUTS OF AMERICA was and is a New York corporation, organized under and existing by virtue of the laws of the State of New York.

13. At all times mentioned herein, Defendant GREATER NEW YORK COUNCILS, BOY SCOUTS OF AMERICA was and is a not for profit corporation, organized under and existing by virtue of the laws of the State of New York.

14. At all times mentioned herein, Defendant GREATER NEW YORK COUNCILS, BOY SCOUTS OF AMERICA, was and is an organization operating in and doing business in the State of New York.

15. At all times mentioned herein, Defendant GREATER NEW YORK COUNCILS, QUEENS COUNCIL, BOY SCOUTS OF AMERICA was and is a New York corporation, organized under and existing by virtue of the laws of the State of New York.

16. At all times mentioned herein, Defendant GREATER NEW YORK COUNCILS, QUEENS COUNCIL, BOY SCOUTS OF AMERICA was and is a not for profit corporation, organized under and existing by virtue of the laws of the State of New York.

17. At all times mentioned herein, Defendant GREATER NEW YORK COUNCILS, QUEENS COUNCIL, BOY SCOUTS OF AMERICA, was and is an organization operating in and doing business in the State of New York.

18. At all times mentioned herein, Defendant GREATER NEW YORK COUNCILS, BOY SCOUTS OF AMERICA was and is under the supervision of and granted certain powers duties and obligations by, defendants BOY SCOUTS OF AMERICA, NATIONAL BOY SCOUTS OF AMERICA FOUNDATION, and/or SCOUTS BSA.

19. At all times mentioned herein, Defendant GREATER NEW YORK COUNCILS, BOY SCOUTS OF AMERICA was and is licensed to operate by defendants BOY SCOUTS OF AMERICA, NATIONAL BOY SCOUTS OF AMERICA FOUNDATION, and/or SCOUTS BSA.

20. At all times mentioned herein, Defendant GREATER NEW YORK COUNCILS, BOY SCOUTS OF AMERICA was and is authorized to operate the Boy Scouts organizations in the City of New York, by defendants BOY SCOUTS OF AMERICA, NATIONAL BOY SCOUTS OF AMERICA FOUNDATION, and/or SCOUTS BSA.

21. At all times mentioned herein, Defendant GREATER NEW YORK COUNCILS, QUEENS COUNCIL, BOY SCOUTS OF AMERICA was and is under the supervision of and granted certain powers duties and obligations by, defendants BOY SCOUTS OF AMERICA, NATIONAL BOY SCOUTS OF AMERICA FOUNDATION, SCOUTS BSA, and/or GREATER NEW YORK COUNCILS, QUEENS COUNCIL, BOY SCOUTS OF AMERICA.

22. At all times mentioned herein, Defendant GREATER NEW YORK COUNCILS, QUEENS COUNCIL, BOY SCOUTS OF AMERICA was and is licensed to operate by defendants BOY SCOUTS OF AMERICA, NATIONAL BOY SCOUTS OF AMERICA FOUNDATION, SCOUTS BSA, and/or GREATER NEW YORK COUNCILS, QUEENS COUNCIL, BOY SCOUTS OF AMERICA.

23. At all times mentioned herein, Defendant GREATER NEW YORK COUNCILS, QUEENS COUNCIL, BOY SCOUTS OF AMERICA was and is authorized to operate the Boy Scouts organizations in the City of New York, by defendants BOY SCOUTS OF AMERICA, NATIONAL BOY SCOUTS OF AMERICA FOUNDATION, SCOUTS BSA, and/or GREATER NEW YORK COUNCILS, QUEENS COUNCIL, BOY SCOUTS OF AMERICA.

24. Upon information and belief, at all times mentioned herein, Defendant DIOCESE OF BROOKLYN was and still is a religious corporation duly organized under and existing by virtue of the laws of the State of New York.

25. Upon information and belief, at all times mentioned herein, Defendant DIOCESE OF BROOKLYN was and still is a not for profit corporation duly organized under and existing by virtue of the laws of the State of New York.

26. Upon information and belief, at all times mentioned herein, Defendant DIOCESE OF BROOKLYN was and still is a religious organization operating within the State of New York.

27. Upon information and belief, at all times mentioned herein, Defendant DIOCESE OF BROOKLYN was and still is a religious organization doing business within the State of New York.

28. Upon information and belief, at all times mentioned herein, Defendant DIOCESE OF BROOKLYN owned ST. BENEDICT JOSEPH LABRE CHURCH, located in Richmond Hill, New York.

29. Upon information and belief, at all times mentioned herein, Defendant DIOCESE OF BROOKLYN operated ST. BENEDICT JOSEPH LABRE CHURCH, located in Richmond Hill, New York.

30. Upon information and belief, at all times mentioned herein, Defendant DIOCESE OF BROOKLYN maintained ST. BENEDICT JOSEPH LABRE CHURCH, located in Richmond Hill, New York.

31. Upon information and belief, at all times mentioned herein, Defendant DIOCESE OF BROOKLYN supervised ST. BENEDICT JOSEPH LABRE CHURCH, located in Richmond Hill, New York.

32. Upon information and belief, at all times mentioned herein, Defendant DIOCESE OF BROOKLYN controlled ST. BENEDICT JOSEPH LABRE CHURCH, located in Richmond Hill, New York.

33. Upon information and belief, at all times mentioned herein, Defendant DIOCESE OF BROOKLYN held itself out as owning, operating, maintaining, supervising and/or controlling ST. BENEDICT JOSEPH LABRE CHURCH, located in Richmond Hill, New York.

34. Upon information and belief, at all times mentioned herein, Defendant DIOCESE OF BROOKLYN owned ST. BENEDICT JOSEPH LABRE SCHOOL, located in Richmond Hill, New York.

35. Upon information and belief, at all times mentioned herein, Defendant DIOCESE OF BROOKLYN operated ST. BENEDICT JOSEPH LABRE SCHOOL, located in Richmond Hill, New York.

36. Upon information and belief, at all times mentioned herein, Defendant DIOCESE OF BROOKLYN maintained ST. BENEDICT JOSEPH LABRE SCHOOL, located in Richmond Hill, New York.



37. Upon information and belief, at all times mentioned herein, Defendant DIOCESE OF BROOKLYN supervised ST. BENEDICT JOSEPH LABRE SCHOOL, located in Richmond Hill, New York.

38. Upon information and belief, at all times mentioned herein, Defendant DIOCESE OF BROOKLYN controlled ST. BENEDICT JOSEPH LABRE SCHOOL, located in Richmond Hill, New York.

39. Upon information and belief, at all times mentioned herein, Defendant DIOCESE OF BROOKLYN held itself out as owning, operating, maintaining, supervising and/or controlling ST. BENEDICT JOSEPH LABRE SCHOOL, located in Richmond Hill, New York.

40. Upon information and belief, at all times mentioned herein, Defendant ST. BENEDICT JOSEPH LABRE CHURCH was and still is a religious corporation duly organized under and existing by virtue of the laws of the State of New York.

41. Upon information and belief, at all times mentioned herein, Defendant ST. BENEDICT JOSEPH LABRE CHURCH was and still is a not for profit corporation duly organized under and existing by virtue of the laws of the State of New York.

42. Upon information and belief, at all times mentioned herein, Defendant ST. BENEDICT JOSEPH LABRE CHURCH was and still is a religious organization operating within the State of New York.

43. Upon information and belief, at all times mentioned herein, Defendant ST. BENEDICT JOSEPH LABRE CHURCH was and still is a religious organization doing business within the State of New York.

44. Upon information and belief, at all times mentioned herein, Defendant ST. BENEDICT JOSEPH LABRE CHURCH owned ST. BENEDICT JOSEPH LABRE SCHOOL, located in Richmond Hill, New York.

45. Upon information and belief, at all times mentioned herein, Defendant ST. BENEDICT JOSEPH LABRE CHURCH operated ST. BENEDICT JOSEPH LABRE SCHOOL, located in Richmond Hill, New York.

46. Upon information and belief, at all times mentioned herein, Defendant ST. BENEDICT JOSEPH LABRE CHURCH maintained ST. BENEDICT JOSEPH LABRE SCHOOL, located in Richmond Hill, New York.

47. Upon information and belief, at all times mentioned herein, Defendant ST. BENEDICT JOSEPH LABRE CHURCH supervised ST. BENEDICT JOSEPH LABRE SCHOOL, located in Richmond Hill, New York.

48. Upon information and belief, at all times mentioned herein, Defendant ST. BENEDICT JOSEPH LABRE CHURCH controlled ST. BENEDICT JOSEPH LABRE SCHOOL, located in Richmond Hill, New York.

49. Upon information and belief, at all times mentioned herein, Defendant ST. BENEDICT JOSEPH LABRE CHURCH held itself out as owning, operating, maintaining, supervising and/or controlling ST. BENEDICT JOSEPH LABRE SCHOOL, located in Richmond Hill, New York.

50. Upon information and belief, at all times mentioned herein, Defendant ST. BENEDICT JOSEPH LABRE SCHOOL was and still is a corporation duly organized under and existing by virtue of the laws of the State of New York.

51. Upon information and belief, at all times mentioned herein, Defendant ST. BENEDICT JOSEPH LABRE SCHOOL was and still is a not for profit corporation duly organized under and existing by virtue of the laws of the State of New York.

52. Upon information and belief, at all times mentioned herein, Defendant ST. BENEDICT JOSEPH LABRE SCHOOL was and still is a school operating within the State of New York.

53. Upon information and belief, at all times mentioned herein, Defendant ST. BENEDICT JOSEPH LABRE SCHOOL regularly conducted business within the State of New York.

54. Upon information and belief, defendant JAMES T. GRACE JR. is currently a resident of the Town of Rural Hall, Forsyth County, State of North Carolina.

55. From 1977 through 1982, and for a considerable period of time prior and subsequent thereto, defendant JAMES T. GRACE JR. was resident of the County of Queens, City and State of New York.

56. From 1977 through 1982, and for a considerable period of time prior and subsequent thereto, defendant JAMES T. GRACE JR. was affiliated with Boy Scouts Troop 273, located in Richmond Hill, Queens, New York.

57. From 1978 through 1986, defendant JAMES T. GRACE JR. was the Scoutmaster for Boy Scouts Troop 273, as well as Cub Scouts Pack 273, located in Richmond Hill, Queens, New York.

58. For several years prior to 1978 defendant JAMES T. GRACE JR. was the assistant Scoutmaster for Boy Scouts Troop 273, as well as Cub Scouts Pack 273, located in Richmond Hill, Queens, New York.

59. From 1977 through 1982, and for a considerable period of time prior and subsequent thereto, Boy Scouts Troop 273 as well as Cub Scouts Pack 273 operated within the confines of and on the premises of ST. BENEDICT JOSEPH LABRE CHURCH and ST. BENEDICT JOSEPH LABRE SCHOOL, with the permission, consent and approval of ST. BENEDICT JOSEPH LABRE CHURCH, ST. BENEDICT JOSEPH LABRE SCHOOL and the DIOCESE OF BROOKLYN.

60. Defendants ST. BENEDICT JOSEPH LABRE CHURCH, ST. BENEDICT JOSEPH LABRE SCHOOL and the DIOCESE OF BROOKLYN had the ability and the authority to control the activities of Boy Scouts Troop 273 as well as Cub Scouts Pack 273, and defendant JAMES T. GRACE JR.

61. Defendants BOY SCOUTS OF AMERICA; NATIONAL BOY SCOUTS OF AMERICA FOUNDATION; SCOUTS BSA; GREATER NEW YORK COUNCILS, BOY SCOUTS OF AMERICA; and GREATER NEW YORK COUNCILS, QUEENS COUNCIL, BOY SCOUTS OF AMERICA, had the ability and the authority to control the activities of Boy Scouts Troop 273 as well as Cub Scouts Pack 273, and defendant JAMES T. GRACE JR.

62. From 1977 through 1982, and for a considerable period of time prior and subsequent thereto, defendant JAMES T. GRACE JR. was affiliated with ST. BENEDICT JOSEPH LABRE CHURCH and ST. BENEDICT JOSEPH LABRE SCHOOL, as well as their CYO Sports programs in several capacities including as a coach.

63. Defendants DIOCESE OF BROOKLYN, ST. BENEDICT JOSEPH LABRE CHURCH, and ST. BENEDICT JOSEPH LABRE SCHOOL, had the ability and the authority to control the activities of defendant JAMES T. GRACE JR. in his capacity as a CYO coach.

64. From 1977 through 1982, and for a considerable period of time prior and subsequent thereto, defendant JAMES T. GRACE JR. used his affiliation, relationship and positions with the Boy Scouts and Cub Scouts, and with ST. BENEDICT JOSEPH LABRE CHURCH and ST. BENEDICT JOSEPH LABRE SCHOOL and their CYO Sports programs, to gain access to underage boys including but not limited to plaintiff M.R., who he would then sexually abuse.

65. Plaintiff M.R. is currently a resident of Bellmore, County of Nassau, State of New York

66. From 1977 through 1982, and for a considerable period of time prior and subsequent thereto, plaintiff M.R. was a resident of Richmond Hill, County of Queens, City and State of New York

67. From 1977 through 1982, and for a considerable period of time prior and subsequent thereto, plaintiff M.R. participated in Cub Scouts Pack 273 and Boy Scouts Troop 273, located at ST. BENEDICT JOSEPH LABRE CHURCH and ST. BENEDICT JOSEPH LABRE SCHOOL.

68. From 1977 through 1982, and for a considerable period of time prior and subsequent thereto, plaintiff M.R. participated in the CYO Sports Program and teams of ST. BENEDICT JOSEPH LABRE CHURCH and ST. BENEDICT JOSEPH LABRE SCHOOL.

69. From 1977 through 1982, defendant JAMES T. GRACE JR. repeatedly sexually abused plaintiff M.R.

### **THE FACTS**

70. Defendants BOY SCOUTS OF AMERICA, NATIONAL BOY SCOUTS OF AMERICA FOUNDATION, and/or SCOUTS BSA (collectively referred to hereinafter as "Boy

Scouts”) operate and oversee one of the largest youth organizations in the United States, and select and approve adult leaders to serve as Scoutmasters and hold other leadership positions.

71. Defendants BOY SCOUTS OF AMERICA, NATIONAL BOY SCOUTS OF AMERICA FOUNDATION, and/or SCOUTS BSA retain the right to control the details and the means and methods of scout leaders’ interactions with individual scouts.

72. Defendants BOY SCOUTS OF AMERICA, NATIONAL BOY SCOUTS OF AMERICA FOUNDATION, and/or SCOUTS BSA are and were responsible for operating, maintaining and overseeing local organizations, troops and chapters of the Boy Scouts, and are and were ultimately responsible for the approval and assignment of Scoutmasters, scout leaders and volunteers, as well as implementation of policies and procedures, including policies relating to the safety of children and the prevention of childhood sexual abuse.

73. Defendants BOY SCOUTS OF AMERICA, NATIONAL BOY SCOUTS OF AMERICA FOUNDATION, and/or SCOUTS BSA established and controlled Boy Scouts’ policy concerning membership qualification and admittance to the organization, and grant charters to local councils which carry out the business of the Boy Scouts on a regional basis.

74. Defendants BOY SCOUTS OF AMERICA, NATIONAL BOY SCOUTS OF AMERICA FOUNDATION, and/or SCOUTS BSA authorized local councils and local organizations to charter, sponsor, and operate Boy Scout Troops, Cub Scout Troops and other types of Troops throughout New York, including plaintiff’s troop, Troop 273, located in Richmond Hill, County of Queens, City and State of New York.

75. Defendants BOY SCOUTS OF AMERICA, NATIONAL BOY SCOUTS OF AMERICA FOUNDATION, and/or SCOUTS BSA, collectively with the local councils including but not limited to Defendants GREATER NEW YORK COUNCILS, BOY SCOUTS

OF AMERICA and GREATER NEW YORK COUNCILS, QUEENS COUNCIL, BOY SCOUTS OF AMERICA, would collectively select the leaders and volunteers each Boy Scout Troop and Cub Scout Troop and/or Pack in New York.

76. Additionally, said defendants would collectively select the leaders, counselors and volunteers of each Boy Scout Camp, including but not limited to Alpine Scout Camp in Alpine, NJ; Ten Mile River Scout Camps in Narrowsburg, NY; and Camp Conron in Holmes, NY.

77. Defendants BOY SCOUTS OF AMERICA, NATIONAL BOY SCOUTS OF AMERICA FOUNDATION, and/or SCOUTS BSA retained and exercised the ultimate authority to decide who could be a Scoutmaster, assistant Scoutmaster, leader or volunteer with any Boy Scout Troop, Cub Scout Pack or Boy Scout Camp.

78. In exchange for use of the Boy Scouts' name, programming and endorsement, the leaders, volunteers and members of every Boy Scout Troop, Cub Scout Pack or Boy Scout Camp, including Troop 273 and Pack 273, would pay an annual membership fee to defendants BOY SCOUTS OF AMERICA, NATIONAL BOY SCOUTS OF AMERICA FOUNDATION, and/or SCOUTS BSA.

79. In exchange for the opportunity to participate in the Boy Scouts' programming and activities, the child members of every Boy Scout Troop, Cub Scout Pack and/or Boy Scout Camp, including Troop 273 and Pack 273, and/or their parents or guardians on their behalf, would pay an annual membership fee to defendants BOY SCOUTS OF AMERICA, NATIONAL BOY SCOUTS OF AMERICA FOUNDATION, and/or SCOUTS BSA.

80. Starting in the early 1900's the Boy Scouts knew that its Scoutmasters, scout leaders, volunteers and members were using their positions to sexually abuse children.

81. By 1935, the Chief Scout Executive of the Boy Scouts acknowledged the nature of the sexual abuse epidemic within the Boy Scouts, acknowledging that 1,000 men had already been removed from positions in the Boy Scouts because they “undertake to deal with sex matters and become morbid on the subject and sometimes give way to temptation and develop practices which make them degenerates.”

82. Well before 1977, the Boy Scouts were aware of the sexual abuse epidemic within their ranks, having removed thousands of sexual abusers and in fact having created a list of “Ineligible Volunteers” (also known as the Perversion Files), yet they failed to take appropriate action to ensure that an end was put to the abuse.

83. As a result of this epidemic of sexual abuse within the Boy Scouts, as well as the Boy Scouts’ maintenance of its list of “Ineligible Volunteers” (also known as the Perversion files), the Boy Scouts were aware of the behavioral characteristics and grooming techniques of the pedophiles and child molesters who continued to join the Boy Scouts at alarming levels, to gain access to child victims.

84. As a result of this epidemic of sexual abuse within the Boy Scouts, the Boy Scouts knew or should have known of the danger that pedophiles presented to children participating in their programs, long before plaintiff suffered abuse.

85. Despite decades of knowledge that it’s scouting program was a magnet for child molesters, the Boy Scouts failed to take reasonable steps to protect children from being sexually abused, failed to take reasonable steps to root out pedophiles from their leadership positions, and failed to take reasonable steps to ensure that pedophiles did not have access to children through the Boy Scouts’ programs.



86. From 1977 through 1982 and for a considerable period of time prior and subsequent thereto, the Boy Scouts Troop 273 and Cub Scouts Pack 273 operated upon and within the premises of Defendants ST. BENEDICT JOSEPH LABRE CHURCH and ST. BENEDICT JOSEPH LABRE SCHOOL.

87. Well before 1977, Defendants DIOCESE OF BROOKLYN, ST. BENEDICT JOSEPH LABRE CHURCH and ST. BENEDICT JOSEPH LABRE SCHOOL were aware and/or should have been aware that defendant JAMES T. GRACE JR. had had inappropriate contact with and inappropriate relations with children.

88. Well before 1977, Defendants BOY SCOUTS OF AMERICA, NATIONAL BOY SCOUTS OF AMERICA FOUNDATION, and/or SCOUTS BSA, as well as defendants GREATER NEW YORK COUNCILS, BOY SCOUTS OF AMERICA and GREATER NEW YORK COUNCILS, QUEENS COUNCIL, BOY SCOUTS OF AMERICA, were aware and/or should have been aware that defendant JAMES T. GRACE JR. had had inappropriate contact with and inappropriate relations with children.

89. Well before 1977, Defendants and/or each of them knew or should have known of JAMES T. GRACE JR.'s tendencies to abuse children, as he frequently sought to be alone with children on their grounds.

90. Well before 1977, Defendants and/or each of them knew or should have known of JAMES T. GRACE JR.'s tendencies to abuse children, as he frequently wrestled with young boys, at which time he would put his hands down their pants.

91. In 1975, two years before defendant JAMES T. GRACE JR. began to sexually abuse and molest plaintiff M.R., Father Smith of ST. BENEDICT JOSEPH LABRE CHURCH

and ST. BENEDICT JOSEPH LABRE SCHOOL was advised that JAMES T. GRACE JR. had abused and had inappropriate contact with children.

92. Despite knowledge of the above, defendants took no steps whatsoever to remove JAMES T. GRACE JR. (hereinafter referred to as "Grace") from his positions with the Boy Scouts and Cub Scouts, and with the ST. BENEDICT JOSEPH LABRE CHURCH and ST. BENEDICT JOSEPH LABRE SCHOOL CYO sports programs, thus permitting him to continue to have access to children, including but not limited to Plaintiff M.R..

93. From approximately 1977 through 1987, Plaintiff M.R. was a member of and a participant in Cub Scouts Pack 273 and Boy Scouts Troop 273.

94. From approximately 1977 through 1987, Plaintiff M.R. was a member of ST. BENEDICT JOSEPH LABRE CHURCH and a participant in its CYO Sports Programs.

95. From approximately 1977 through 1982, defendant Grace, through his leadership positions in the Boy Scouts as well as his position as a coach in the ST. BENEDICT JOSEPH LABRE CHURCH CYO Sports Programs, had unfettered access to Plaintiff M.R..

96. From approximately 1977 through 1982, defendant Grace, through his leadership positions in the Boy Scouts, often took M.R. to Boy Scouts camps, including Ten Mile River, Camp Conron, and Alpine Scout Camp alone, before the other campers and staff arrived, to be alone with him.

97. From approximately 1977 through 1982, defendant Grace repeatedly sexually abused M.R. on approximately 750 to 1,000 occasions in various locations, including but not limited to the premises of ST. BENEDICT JOSEPH LABRE CHURCH and ST. BENEDICT JOSEPH LABRE SCHOOL, as well as Ten Mile River, Camp Conron, and Alpine Scout Camp, and other locations.

98. The sexual abuse included Grace performing oral sex upon M.R. and asking for M.R. to perform oral sex upon him in return, tickling and touching of M.R.'s genitals, and forcible touching of M.R.'s genitals and buttocks.

99. At the time he was subjected to this sexual abuse, M.R. was between the ages of seven and twelve years old.

**AS AND FOR A FIRST CAUSE OF ACTION ON BEHALF OF  
PLAINTIFF M.R. BASED UPON A THEORY  
OF STATUTORY LIABILITY AS AGAINST ALL DEFENDANTS**

100. That the Plaintiff M.R. repeats, reiterates and realleges each and every allegation contained in of the Complaint set forth in paragraphs "FIRST" through "NINETY-NINTH" inclusive with the same force and effect as though said allegations were herein fully set forth at length.

101. The conduct of defendants, and/or each of them, and/or their agents, servants, employees and/or staff, constituted violations of Article 130 of the Penal Law of the State of New York and/or its predecessor statutes.

102. The conduct of defendants, and/or each of them, and/or their agents, servants, employees and/or staff, constituted violations of Article 130 of the Penal Law of the State of New York, including but not limited to violations of Penal Law Sections 130.00, 130.05, 130.20, 130.40, 130.45, 130.50, 130.52, 130.55, 130.60, 130.65, 130.75, 130.80, 130.95, and 130.96.

103. The conduct of defendants, and/or each of them, and/or their agents, servants, employees and/or staff, constituted violations of Article 260 of the Penal Law of the State of New York and/or its predecessor statutes, including but not limited to 260.10.

104. That the subject sexual offenses were committed forcibly by the defendants and/or their agents, servants, staff, and/or employees against the plaintiff, who was a minor, while under defendants' custody, supervision and/or control.

105. That as a result of the statutory violations of the Defendants herein, and/or each of them, and/or their agents, servants, employees and/or staff as aforesaid, the Plaintiff M.R. endured sexual abuse and molestation, as well as emotional abuse, and sustained serious and severe damage, harm and injuries, and was caused to suffer severe and significant conscious pain and suffering, including psychological suffering, emotional suffering and emotional distress, mental anguish and loss of enjoyment of life, and has incurred medical expenses and other economic damages and loss, and will continue to experience and incur these damages and losses in the future.

106. That by reason of the foregoing, the Plaintiff M.R. has been damaged in an amount in excess of the jurisdictional limits of all lower Courts which would otherwise have jurisdiction over the Defendants herein.

**AS AND FOR A SECOND CAUSE OF ACTION ON BEHALF OF  
PLAINTIFF M.R. BASED UPON A THEORY OF  
NEGLIGENCE AS AGAINST ALL DEFENDANTS**

107. That the Plaintiff M.R. repeats, reiterates and realleges each and every allegation contained in of the Complaint set forth in paragraphs "FIRST" through "ONE HUNDRED AND SIXTH" inclusive with the same force and effect as though said allegations were herein fully set forth at length.

108. While M.R. was in the custody of and under the care and supervision of defendants and/or each of them from approximately 1977 to 1982, defendants stood in the place of M.R.'s parents (in loco parentis), and as such were responsible for his care, well-being, and

safety amongst other things, and had a duty to protect him from harm, abuse, assault and other harms, including but not limited to sexual abuse and sexual assaults.

109. From approximately 1977 to 1982 defendants had a duty to care for the welfare and well-being of M.R. as if they were his parents, and to protect him from harm, abuse, assault and other harms, including but not limited to sexual abuse, as well as physical and emotional abuse.

110. Defendants breached their duty of care with respect to M.R.

111. Defendants breached their duty to care for M.R., failed to properly carry out their duty to stand in the place of her parents, and were negligent, careless and reckless in failing to protect him from harm, abuse, assault and other harms, including but not limited to sexual abuse and assaults, as well as physical and emotional abuse.

112. Defendants had both actual and constructive notice of the sexual abuse and emotional abuse of children which had taken place in the Boy Scouts and Cub Scouts for decades, as well as the specific sexual abuse perpetrated by defendant Grace, and failed to institute appropriate measures to stop the abuse.

113. That as a result of the negligence and breach of duty of defendants, and/or each of them, and/or their agents, servants, employees and/or staff as aforesaid, the Plaintiff M.R. endured sexual abuse and molestation, as well as emotional abuse, and sustained serious and severe damage, harm and injuries, and was caused to suffer severe and significant conscious pain and suffering, including psychological suffering, emotional suffering, mental anguish and loss of enjoyment of life, and has incurred medical expenses and other economic damages and loss, and will continue to experience and incur these damages and losses in the future.

114. That by reason of the foregoing, the Plaintiff M.R. has been damaged in an amount in excess of the jurisdictional limits of all lower Courts which would otherwise have jurisdiction over the Defendants herein.

**AS AND FOR A THIRD CAUSE OF ACTION ON BEHALF OF  
PLAINTIFF M.R. BASED UPON A THEORY OF  
NEGLIGENT SUPERVISION AS AGAINST ALL DEFENDANTS**

115. That the Plaintiff M.R. repeats, reiterates and realleges each and every allegation contained in of the Complaint set forth in paragraphs "FIRST" through "ONE HUNDRED AND FOURTEENTH" inclusive with the same force and effect as though said allegations were herein fully set forth at length.

116. While M.R. was under the care, custody, control, and supervision of defendants and/or each of them from approximately 1977 to 1982, defendants had a duty to supervise M.R., and to protect him from harm, abuse, assault and other harms, including but not limited to sexual assaults as well as emotional abuse, and were responsible for his care, well-being, and safety amongst other things.

117. Defendants breached their duty to properly supervise M.R., failed to properly carry out their duty to supervise him in his activities, and were negligent, careless and reckless in failing to properly supervise him and in failing to adequately protect him from harm, abuse, assault and other harms, including but not limited to sexual abuse and assault, as well as emotional abuse.

118. That as a result of this negligent supervision and breach of duty of defendants, and/or each of them, and/or their agents, servants, employees and/or staff as aforesaid, the Plaintiff M.R. endured sexual abuse and molestation, as well as emotional abuse, and sustained serious and severe damage, harm and injuries, and was caused to suffer severe and significant

conscious pain and suffering, including psychological suffering, emotional suffering, mental anguish and loss of enjoyment of life, and has incurred medical expenses and other economic damages and loss, and will continue to experience and incur these damages and losses in the future.

119. That by reason of the foregoing, the Plaintiff M.R. has been damaged in an amount in excess of the jurisdictional limits of all lower Courts which would otherwise have jurisdiction over the Defendants herein.

**AS AND FOR A FOURTH CAUSE OF ACTION ON BEHALF OF  
PLAINTIFF M.R. BASED UPON A THEORY OF NEGLIGENT HIRING, RETENTION  
AND SUPERVISION AS AGAINST ALL DEFENDANTS**

120. That the Plaintiff M.R. repeats, reiterates and realleges each and every allegation contained in of the Complaint set forth in paragraphs "FIRST" through "ONE HUNDRED AND NINETEENTH" inclusive with the same force and effect as though said allegations were herein fully set forth at length.

121. Defendants and/or each of them had a duty to conduct appropriate and proper hiring, screening, and retention practices to prevent the hiring and retention of those who may pose a risk of harm, including but not limited to sexual abuse as well as emotional abuse, to minors who had been entrusted to their care, custody, supervision and control.

122. Defendants and/or each of them had a duty to adequately and properly supervise those whom they did hire and/or retain in a reasonably prudent fashion, to prevent those they hired, retained and/or accepted as volunteers from becoming a risk of harm, including but not limited to sexual abuse as well as emotional abuse, to those minors who had been entrusted to their care, custody, supervision and control including the plaintiff herein.

123. Defendants and/or each of them had a duty to prevent known risks of harm, and to prevent their staff and/or volunteers from inflicting harm upon the children who had been entrusted to them including the plaintiff herein.

124. Defendants and/or each of them had a duty to adequately supervise their staff and/or volunteers so as to ensure the safety and well-being of the children who had been entrusted to them including the plaintiff herein.

125. Defendants and/or each of them had a duty to adequately supervise their staff and/or volunteers so as to ensure that they carried out their duties in a manner which reduced and/or eliminated the risk of harm, including but not limited to sexual abuse as well as emotional abuse, to those who had been entrusted to their care, custody, supervision and control including the plaintiff herein.

126. Defendants and/or each of them had a duty to adequately supervise their staff and/or volunteers so as to ensure that they did not sexually abuse and/or emotionally abuse, those who had been entrusted to their care, custody, supervision and control including the plaintiff herein.

127. Defendants breached their duty to conduct their hiring and retention practices in a reasonably prudent fashion, and to adequately and properly supervise their staff and/or volunteers, including but not limited to defendant Grace, in a reasonably prudent fashion.

128. Defendants were negligent, careless and reckless in the manner in which they conducted their hiring and retention of staff, including but not limited to defendant Grace, and hired and retained volunteers, scout leaders, Scoutmasters and coaches who both permitted and promoted a culture of abuse, and had a history of abusing those whom they were supposed to coach, care for, mentor and serve.



129. Defendants were negligent, careless and reckless in the manner in which they supervised their staff and/or volunteers, including but not limited to defendant Grace, and caused, allowed and permitted their staff and/or volunteers to create a culture of abuse, and to permit that culture of abuse to exist and persist for decades.

130. Defendants were negligent, careless and reckless in the manner in which they supervised their staff and/or volunteers, including but not limited to defendant Grace, in that they failed to prevent them from sexually abusing as well as emotionally abusing those who had been entrusted to their care, custody, supervision and control including but not limited to Plaintiff M.R.

131. Defendants were negligent, careless and reckless in their failure to properly supervise their agents, servants, employees, staff and/or volunteers so as to ensure that they were not sexually abusing as well as emotionally abusing, the children who were entrusted to their care, custody, supervision and control including but not limited to Plaintiff M.R.

132. That as a result of this negligent hiring, retention and supervision by defendants, and/or each of them, and/or their agents, servants, employees and/or staff as aforesaid, the Plaintiff M.R. endured sexual abuse and molestation as well as emotional abuse, and sustained serious and severe damage, harm and injuries, and was caused to suffer severe and significant conscious pain and suffering, including psychological suffering, emotional suffering mental anguish and loss of enjoyment of life, and has incurred medical expenses and other economic damages and loss, and will continue to experience and incur these damages and losses in the future.

133. That by reason of the foregoing, the Plaintiff M.R. has been damaged in an amount in excess of the jurisdictional limits of all lower Courts which would otherwise have jurisdiction over the Defendants herein.

**AS AND FOR A FIFTH CAUSE OF ACTION ON BEHALF OF PLAINTIFF M.R.  
BASED UPON A THEORY OF NEGLIGENT INFLICTION OF  
EMOTIONAL DISTRESS AGAINST ALL DEFENDANTS**

134. That the Plaintiff M.R. repeats, reiterates and realleges each and every allegation contained in of the Complaint set forth in paragraphs "FIRST" through "ONE HUNDRED AND THIRTH-THIRD" inclusive with the same force and effect as though said allegations were herein fully set forth at length.

135. Defendants and/or each of them, and/or their agents, servants, employees, volunteers and/or staff, had the power, the ability and the authority, as well the duty, to stop the negligent, improper, unlawful and egregious conduct described hereinabove that resulted in plaintiff M.R. suffering severe emotional distress.

136. Defendants and/or each of them, and/or their agents, servants, employees, volunteers and/or staff, had the duty to intervene to stop, prevent and prohibit the negligent, improper, unlawful and egregious conduct described hereinabove that resulted in plaintiff M.R. suffering severe emotional distress.

137. Defendants and/or each of them, and/or their agents, servants, employees, volunteers and/or staff, knew or should have known that the failure to properly act would and in fact did cause plaintiff M.R. to suffer severe emotional distress.

138. Defendants and/or each of them, and/or their agents, servants, employees, volunteers and/or staff, negligently failed to act to stop, prevent and/or prohibit the negligent,

improper, unlawful and egregious conduct described hereinabove, thus resulting in plaintiff M.R. suffering severe emotional distress.

139. That as a result of the negligent infliction of emotional distress of defendants, and/or each of them, and/or their agents, servants, employees, volunteers and/or staff as aforesaid, the Plaintiff M.R. endured sexual abuse and molestation as well as emotional abuse, and sustained serious and severe damage, harm and injuries, and was caused to suffer severe and significant conscious pain and suffering, including psychological suffering, emotional suffering and emotional distress, mental anguish and loss of enjoyment of life, and has incurred medical expenses and other economic damages and loss, and will continue to experience and incur these damages and losses in the future.

140. That by reason of the foregoing, the Plaintiff M.R. has been damaged in an amount in excess of the jurisdictional limits of all lower Courts which would otherwise have jurisdiction over the Defendants herein.

**AS AND FOR A SIXTH CAUSE OF ACTION ON BEHALF OF PLAINTIFF M.R.  
BASED UPON A THEORY OF INTENTIONAL INFLECTION OF EMOTIONAL  
DISTRESS AGAINST ALL DEFENDANTS**

141. That the Plaintiff M.R. repeats, reiterates and realleges each and every allegation contained in of the Complaint set forth in paragraphs "FIRST" through "ONE HUNDRED AND FORTIETH" inclusive with the same force and effect as though said allegations were herein fully set forth at length.

142. Defendants and/or each of them, and/or their agents, servants, employees, volunteers and/or staff, engaged in willful, contumacious, and outrageous conduct with respect to M.R., with the intent to cause, and/or with reckless disregard of the probability of causing plaintiff M.R. to suffer severe emotional distress.

143. Defendants and/or each of them, and/or their agents, servants, employees, volunteers and/or staff, engaged in willful, contumacious, and outrageous conduct with respect to M.R., with the intent to degrade and abuse M.R., and/or to satisfy and gratify their own sick sexual desires.

144. Defendants and/or each of them, and/or their agents, servants, employees, volunteers and/or staff committed these horrific acts with malicious, abusive and oppressive intent, and with the likelihood of causing plaintiff M.R. to suffer severe emotional distress.

145. That as a result of the intentional infliction of emotional distress of defendants, and/or each of them, and/or their agents, servants, employees and/or staff as aforesaid, the Plaintiff M.R. endured sexual abuse and molestation as well as emotional abuse and emotional distress, and sustained serious and severe damage, harm and injuries, and was caused to suffer severe and significant conscious pain and suffering, including psychological suffering, emotional suffering, mental anguish and loss of enjoyment of life, and has incurred medical expenses and other economic damages and loss, and will continue to experience and incur these damages and losses in the future.

146. That by reason of the foregoing, the Plaintiff M.R. has been damaged in an amount in excess of the jurisdictional limits of all lower Courts which would otherwise have jurisdiction over the Defendants herein.

**AS AND FOR A SEVENTH CAUSE OF ACTION ON BEHALF OF  
PLAINTIFF M.R. BASED UPON A THEORY OF  
BATTERY AGAINST ALL DEFENDANTS**

147. That the Plaintiff M.R. repeats, reiterates and realleges each and every allegation contained in of the Complaint set forth in paragraphs "FIRST" through "ONE HUNDRED AND

FORTY-SIXTH” inclusive with the same force and effect as though said allegations were herein fully set forth at length.

148. The horrific acts of the defendants and/or each of them, and/or their agents, servants, employees, volunteers and/or staff amounted to harmful and offensive contacts to plaintiff M.R., all of which were done intentionally by the defendants and without plaintiff M.R.’s consent.

149. Such acts were of a sexual and sexually abusive nature as well as an emotionally abusive nature, and were done without plaintiff’s consent.

150. Such acts were done for the purposes of degrading and abusing M.R., and/or to gratify the sick sexual desires of the defendants and/or each of them, and/or their agents, servants, employees, volunteers and/or staff.

151. As a direct and proximate result of the battery and/or sexual battery by the defendants, plaintiff M.R. was caused to suffer serious and severe personal injuries, emotional distress, conscious pain and suffering, psychological suffering, emotional suffering, mental anguish and loss of enjoyment of life, and has incurred medical expenses and other economic damages and loss, and will continue to experience and incur these damages and losses in the future.

152. That as a result of the battery and/or sexual battery of defendants, and/or each of them, and/or their agents, servants, employees, volunteers and/or staff as aforesaid, the Plaintiff M.R. was caused to suffer severe and significant conscious pain and suffering, including psychological suffering, emotional suffering, mental anguish and loss of enjoyment of life, and has incurred medical expenses and other economic damages and loss, and will continue to experience and incur these damages and losses in the future.

153. That by reason of the foregoing, plaintiff M.R. is entitled to compensatory damages from the defendants, and is further entitled to punitive and exemplary damages.

154. That by reason of the foregoing, the Plaintiff M.R. has been damaged in an amount in excess of the jurisdictional limits of all lower Courts which would otherwise have jurisdiction over the Defendants herein.

**AS AND FOR AN EIGHTH CAUSE OF ACTION ON BEHALF OF  
PLAINTIFF M.R. BASED UPON A THEORY OF  
ASSAULT AGAINST ALL DEFENDANTS**

155. That the Plaintiff M.R. repeats, reiterates and realleges each and every allegation contained in of the Complaint set forth in paragraphs "FIRST" through "ONE HUNDRED AND FIFTY-FOURTH" inclusive with the same force and effect as though said allegations were herein fully set forth at length.

156. The horrific acts of the defendants and/or each of them, and/or their agents, servants, employees, volunteers and/or staff were intended to create and did in fact create a reasonable apprehension in plaintiff M.R. of immediate harmful and offensive contacts including but not limited to sexual contacts to M.R.'S person, all of which were done intentionally by the defendants and without plaintiff M.R.'S consent.

157. Such acts were of a sexually abusive nature, and were done intentionally by the defendants without M.R.'S consent.

158. Such acts were done for the purposes of degrading and abusing M.R., and/or to gratify the sick sexual desires of the defendants and/or each of them, and/or their agents, servants, employees, volunteers and/or staff.

159. As a direct and proximate result of the assault and/or sexual assault by the defendants, plaintiff M.R. was caused to suffer serious and severe personal injuries, emotional

distress, conscious pain and suffering, psychological suffering, emotional suffering, mental anguish and loss of enjoyment of life, and has incurred medical expenses and other economic damages and loss, and will continue to experience and incur these damages and losses in the future.

160. That as a result of the assault and/or sexual assault of defendants, and/or each of them, and/or their agents, servants, employees, volunteers and/or staff as aforesaid, the Plaintiff M.R. was caused to suffer severe and significant conscious pain and suffering, including psychological suffering, emotional suffering, mental anguish and loss of enjoyment of life, and has incurred medical expenses and other economic damages and loss, and will continue to experience and incur these damages and losses in the future.

161. That by reason of the foregoing, plaintiff M.R. is entitled to compensatory damages from the defendants, and is further entitled to punitive and exemplary damages.

162. That by reason of the foregoing, the Plaintiff M.R. has been damaged in an amount in excess of the jurisdictional limits of all lower Courts which would otherwise have jurisdiction over the Defendants herein.

**STATEMENT REGARDING INTENT TO SEEK PUNITIVE DAMAGES**

While not seeking punitive damages as a separate cause of action, Plaintiff puts Defendants on notice that Defendants' acts and omissions and statutory violations were wonton and reckless and evidence of disregard of the rights and safety of the general public and of Plaintiff. Punitive damages will be requested to punish Defendants and deter others from similar conduct.

**WHEREFORE**, M.R., demands a monetary judgment in the form of damages against the Defendants and/or each of them, on the First Cause of Action.

**WHEREFORE**, M.R., demands a monetary judgment in the form of damages against the Defendants and/or each of them, on the Second Cause of Action.

**WHEREFORE**, M.R., demands a monetary judgment in the form of damages against the Defendants and/or each of them, on the Third Cause of Action.

**WHEREFORE**, M.R., demands a monetary judgment in the form of damages against the Defendants and/or each of them, on the Fourth Cause of Action.

**WHEREFORE**, M.R., demands a monetary judgment in the form of damages against the Defendants and/or each of them, on the Fifth Cause of Action.

**WHEREFORE**, M.R., demands a monetary judgment in the form of damages against the Defendants and/or each of them, on the Sixth Cause of Action.

**WHEREFORE**, M.R., demands a monetary judgment in the form of damages against the Defendants and/or each of them, on the Seventh Cause of Action.

**WHEREFORE**, M.R., demands a monetary judgment in the form of damages against the Defendants and/or each of them, on the Eighth Cause of Action, together with the costs and disbursements of this action.

**PLAINTIFFS DEMAND A TRIAL BY JURY ON ALL ISSUES.**

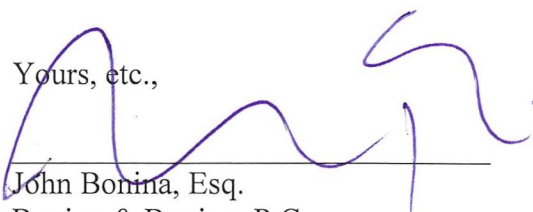
Dated: Brooklyn, New York  
October 21, 2019

“I have read the foregoing and I certify that, upon information and belief, the source of which is the review of a file maintained by my office, that the foregoing Summons and Verified Complaint is not frivolous as defined in Subsection (c) of Section 130-1.1 of the Rules of the



Chief Administrator.”

Yours, etc.,



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John Bonina, Esq.

Bonina & Bonina, P.C.

Attorneys for Plaintiff

16 Court Street – Suite 1800

Brooklyn, New York 11241

Phone No.: (718) 522-1786

STATE OF NEW YORK, COUNTY OF KINGS

ss:

I, the undersigned, am an attorney admitted to practice in the courts of New York, and



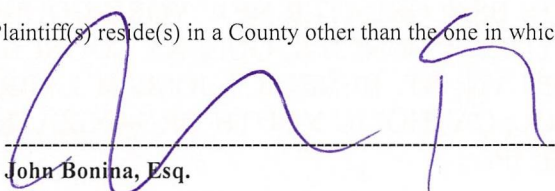
certify that the annexed

has been compared by me with the original and found to be a true and complete copy thereof.

Attorney's  
Certification**John Bonina, Esq.** say that: I am the attorney of record, or of counsel with the attorney(s) of record, for the plaintiff(s).I have read the annexed **SUMMONS AND VERIFIED COMPLANT** know the contents thereof and the same are true to my knowledge, except those matters therein which are stated to be alleged on information and belief, and as to those matters I believe them to be true. My belief, as to those matters therein not stated upon knowledge, is based on the following. By a review of a file maintained in my office.Attorney's  
Verification By  
Affirmation

The reason I make this affirmation instead of Plaintiff(s) is Plaintiff(s) reside(s) in a County other than the one in which I maintain my office.

I affirm that the foregoing statements are true under penalties of perjury.

**Dated: October 21, 2019**  
John Bonina, Esq.

STATE OF NEW YORK, COUNTY OF KINGS

ss:



being sworn says: I am the plaintiff in the action herein; I have read the annexed know the contents thereof and the same are true to my knowledge, except those matters therein which are stated to be alleged on information and belief, and as to those matters I believe them to be true.

Individual  
Verification

the

of

a corporation, one of the parties to the action; I have read the annexed

know the contents thereof and the same are true to my knowledge, except those matters therein which are stated to be alleged on information and belief, and as to those matters I believe them to be true.

Corporate  
Verification

My belief, as to those matters therein not stated upon knowledge, is based on the following:

Sworn to before me on

STATE OF NEW YORK, COUNTY OF KINGS

ss:

, being sworn says: I am not a party to the action, am over the age of 18 years of age and reside in

On, I served a true copy of the annexed in the following manner:



by mailing the same in a sealed envelope, with postage prepaid thereon, in a post-office or official depository of the U.S. Postal Service within the State of New York, addressed to the last known address of the addressee(s) as indicated below:

Service By  
Mail

by E-filing the same with the Supreme Court – New York County to the addressee(s) as indicated below:

Service by  
E-filing

by transmitting the same to the attorney by electronic means to the telephone number or other station or other limitation designated by the attorney for that purpose. In doing so I received a signal from the equipment of the attorney indicating that the transmission was received, and mailed a copy of same to that attorney, in a sealed envelope, with postage prepaid thereon, in a post office or official depository of the U.S. Postal Service within the State of New York, addressed to the last known address of the addressee(s) as I indicated below:

Service By  
Electronic  
Means

by depositing the same with an overnight delivery service in a wrapper properly addressed. Said delivery was made prior to the latest time designated by the overnight delivery service for overnight delivery. The address and delivery service are indicated below:

Service By  
Overnight  
Delivery

Sworn to before me on

**Index No.:**

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF KINGS

M.R.,

Plaintiff,

-against-

BOY SCOUTS OF AMERICA; NATIONAL BOY SCOUTS OF AMERICA FOUNDATION;  
SCOUTS BSA; GREATER NEW YORK COUNCILS, BOY SCOUTS OF AMERICA; GREATER  
NEW YORK COUNCILS, QUEENS COUNCIL, BOY SCOUTS OF AMERICA; DIOCESE OF  
BROOKLYN; ST. BENEDICT JOSEPH LABRE CHURCH; ST. BENEDICT JOSEPH LABRE  
SCHOOL; CATHOLIC YOUTH ORGANIZATION - DIOCESE OF BROOKLYN; and JAMES T.  
GRACE JR.,

Defendants.

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**SUMMONS AND VERIFIED COMPLAINT**

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**BONINA & BONINA, P.C.**

Attorneys for *Plaintiff(s)*  
16 Court Street, Suite 1800  
Brooklyn, New York 11241  
Tele. No.: (718) 522-1786  
Fax No.: (718) 243-0414

*Pursuant to 22 NYCRR 130-1.1, the undersigned, an attorney admitted to practice in the courts of New York State, certifies that, upon information and belief and reasonable inquiry, the contentions contained in the annexed documents are not frivolous.*

Dated: **October 21, 2019**

Signature: 

Print Signer's Name: **John Bonina, Esq.**

Service of a copy of the within  
Dated:

is hereby admitted.

\_\_\_\_\_  
Attorney(s) for

**PLEASE TAKE NOTICE**



Notice of  
Entry

that the within is a (certified) true copy of a entered in the office of the clerk of the within named Court on



Notice of  
Settlement

that an Order of which the within is a true copy will be presented for settlement to the Hon.  
one of the judges of the within named Court,  
at on 20 , at M.

Dated:

To:  
Attorney(s) for

**BONINA & BONINA, P.C.**

Attorneys for Plaintiff(s)  
16 COURT STREET  
BROOKLYN, N.Y. 11241